



Legislation Details (With Text)

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Effective date:

Title: Resolution authorizing the City of Pittsburgh to enter into concession arrangements with LAZ Parking and J. P. Morgan IFF Acquisitions LLC, operating as Pittsburgh Parking Partners, LLC with respect to on street metered parking and the garages and lots owned by the City and the Public Parking Authority of Pittsburgh (the "Authority") pursuant to the Pittsburgh Metered Parking System Concession and Services Agreement and the Pittsburgh Public Parking Facilities System Concession and Lease Agreement, and to authorize certain actions and ancillary agreements contemplated by the Metered System Concession Agreement and the Facilities Concession Agreement including the conveyance of Mellon Square garage and five (5) surface parking lots to the Authority as required by the Facilities Concession Agreement and the conveyance of parking meters and other items of equipment to the Concessionaire as required by the Metered System Concession Agreement. (Parking Assets Lease)

Sponsors:

Indexes: LEASE/LICENSE AGREEMENT, PARKING ASSETS

Code sections:

Attachments: 1. 2010-0956.DOC, 2. Attachment Facilities.pdf

Date	Ver.	Action By	Action	Result
10/19/2010	1	City Council	Passed Finally	Fail
10/13/2010	1	Standing Committees	AFFIRMATIVELY RECOMMENDED	Fail
10/6/2010	1	Standing Committees	Held in Committee	Pass
9/28/2010	1	City Council	Read and referred	

Resolution authorizing the City of Pittsburgh to enter into concession arrangements with LAZ Parking and J. P. Morgan IFF Acquisitions LLC, operating as Pittsburgh Parking Partners, LLC with respect to on street metered parking and the garages and lots owned by the City and the Public Parking Authority of Pittsburgh (the "Authority") pursuant to the Pittsburgh Metered Parking System Concession and Services Agreement and the Pittsburgh Public Parking Facilities System Concession and Lease Agreement, and to authorize certain actions and ancillary agreements contemplated by the Metered System Concession Agreement and the Facilities Concession Agreement including the conveyance of Mellon Square garage and five (5) surface parking lots to the Authority as required by the Facilities Concession Agreement and the conveyance of parking meters and other items of equipment to the Concessionaire as required by the Metered System Concession Agreement. (Parking Assets Lease)

WHEREAS, the City and the Public Parking Authority of Pittsburgh (the "Authority") collectively own and operate certain parking garages, off-street parking lots and on-street parking meters (collectively, the "Parking Facilities System") comprising elements (1) owned by the Authority (the "Authority Parking Facilities") which

consist of certain parking garages (the "Authority Garages") and surface parking lots (the "Authority Lots") and (2) owned by the City which consist of Mellon Square Garage ("Mellon Garage") (Block and Lot - 2-A-132-0000-01, 2-A-132-0000-02) and five surface parking lots: 12th & East Carson Lot (Block and Lot 3-H-163), Harvard/Beatty Lot (Block and Lot 83-P-230), Forbes/Murray Lot (Block and Lot 86-G-284), Sheridan/Kirkwood Lot (Block and Lot 84-C-236), and Tamello/Beatty Lot (Block and Lots 84-B-256 and 84-B-240) (the "City Lots") (the Mellon Garage and City Lots are collectively referred to as the "City Parking Facilities");

WHEREAS, the City has established a system of parking meters located on certain public streets and rights-of-way within the City (the "Metered Parking System"), together with regulations relating to the operation and enforcement thereof;

WHEREAS, pursuant to the Pennsylvania Motor Vehicle Code, 75 Pa.C.S. §6109(h)(1), Section 4404(d)(21) of the Parking Authority Law, 53 Pa. C.S. §5505(d)(21) and various agreements between the City and the Authority, the Authority manages the Metered Parking System, including the enforcement and administration of the ordinances and regulations adopted by the City of Pittsburgh with respect thereto;

WHEREAS, the City and Authority issued a Request for Proposals to solicit binding proposals to pre-qualified proposers to enter into the Facilities Concession Agreement and the Metered System Concession Agreement, pursuant to which the Authority and City received a proposal from LAZ Parking and J. P. Morgan IFF Acquisitions LLC, operating as Pittsburgh Parking Partners, LLC (the "Concessionaire") having terms that the Authority and City consider to represent the best and most advantageous offer received;

WHEREAS, the Authority has adopted a resolution, contingent upon the action contemplated hereunder, authorizing the execution, delivery and performance of the Facilities Concession Agreement and the Metered System Concession Agreement in the forms which have been presented to the Council of the City of Pittsburgh;

WHEREAS, under the Facilities Concession Agreement, in exchange for the payment of a substantial up-front consideration to the City and the Authority, the Authority will lease to the Concessionaire for a period of 50 years the Parking Facilities System, and the Concessionaire will provide certain parking facilities services to operate, maintain, repair, and rehabilitate the Parking Facilities System and to undertake certain capital improvements to the Parking Facilities System;

WHEREAS, because title to the Parking Facilities System would revert to the City in the event of the dissolution or termination of the Authority, the City must be a party to the Facilities Concession Agreement; WHEREAS, under the Metered Parking System Concession Agreement, in exchange for the payment of a substantial up-front consideration to the City and the Authority, the Authority will engage the Concessionaire to provide certain services (the "Metered Parking Services") relating to the operation, management, maintenance, rehabilitation and improvement of the Metered Parking System, and for such services, the Concessionaire will be paid from the revenues derived from the Metered Parking System;

WHEREAS, Council has determined and it is hereby declared as a matter of legislative finding that terms and conditions of the Facilities Concession Agreement assure that the Parking Facilities System remains publicly-owned property and that the Parking Facilities System will continue to be operated, and the parking facilities services will be provided, in a manner that benefits the public and fulfills the public purposes of the Parking Facilities System, and that such public benefits and public purposes will be preserved by, among others (1) requirements that the Parking Facilities System be maintained and the parking facilities services be performed, in accordance with certain prescribed operating standards; (2) requirements for the preservation of a required percentage of spaces for transient parking and limitations on leasing commitments to private commercial

entities; and (3) reservation by the Authority and City of certain reserved powers, including the Authority's powers to establish and fix the schedule of parking rates as provided in the Facilities Concession Agreement;

WHEREAS, Council has determined and it is hereby declared as a matter of legislative finding that terms and conditions of the Metered System Concession Agreement will assure that the Metered Parking System will continue to be operated, and the Metered Parking Services will be provided, in a manner that benefits the public and fulfills the public purposes of the Metered Parking System, and that such public benefits and public purposes will be preserved by, among others, (1) requirements that the Metered Parking System be maintained, and the Metered Parking Services be performed, in accordance with prescribed operating standards; and (2) reservation by the Authority and City of certain reserved powers, including the City's powers to establish and fix the Schedule of Metered Parking Rates as provided in the Metered System Concession Agreement;

WHEREAS, the Council has further determined that the Facilities Concession Agreement and the Metered System Concession Agreement collectively, the "Transaction") will provide for predictability, stability, and certainty in the management and operation of the Parking System and also secure for the City the benefits contemplated by the Transaction, including the payment of the upfront consideration;

WHEREAS, the Facilities Concession Agreement requires that the City convey the City Parking Facilities to the Authority;

WHEREAS, The Metered System Concession Agreement requires that the City convey to the Concessionaire meters and other equipment as more fully described as follows (collectively, "Parking Meters and Equipment"):

[Insert description of parking meters and related equipment to be transferred]

included within the Metered Parking System to the Concessionaire, subject to the Concessionaire's commitment to surrender and deliver to the City all of its rights, title and interest in and to the Metered Parking System upon the expiration or termination of the Metered System Concession Agreement;

WHEREAS, the Council has determined and it is hereby declared as a matter of legislative finding that the Transaction is in the best interest of the City:

Be it resolved by the Council of the City of Pittsburgh as follows:

Section 1. The Mayor and the Director of Finance, on behalf of the City of Pittsburgh are hereby authorized and directed to execute the following documents (the "Transaction Documents") in the form approved by the City Solicitor and as presented to Council, together with related ancillary documents as are needed to facilitate the Transaction.

- (i) the Facilities Concession Agreement by and among the City, the Authority and LAZ Parking and J. P. Morgan IFF Acquisitions LLC, operating as Pittsburgh Parking Partners, LLC ;
- (ii) the Metered System Concession Agreement by and among the City, the Authority and LAZ Parking and J. P. Morgan IFF Acquisitions LLC, operating as Pittsburgh Parking Partners, LLC ;
- (iii) the Amended and Restated Parking Facilities System Cooperation Agreement between the City and the Authority replacing and updating several existing agreements providing,

among other items, for (1) allocations of proceeds from the Transaction; (2) assignment of meter revenues to the Authority to cover payments due to the Concessionaire under the Metered System Concession Agreement; (3) assignment of meter system enforcement revenues to the Authority for support of the Authority operations and reserves; (4) allocation of responsibilities between the City and the Authority concerning performance of certain obligations under the Facilities Concession Agreement and Metered System Concession Agreement; (5) transfer of title to certain City-owned garages and lots to the Authority; and (6) continued engagement of the Authority to administer and enforce the metered parking system; and

- (iv) Metered Parking Revenues Custody Agreement among the Authority, the City, the Concessionaire and a fiduciary relating to the deposit and disbursement of the metered parking system revenues.

Section 2. As contemplated by the Facilities Concession Agreement, the City is authorized to transfer and convey the Mellon Square Garage and City Lots to the Authority and the Mayor and the Director of Finance are hereby authorized and directed to execute and deliver such deeds and ancillary documents, in form approved by the City Solicitor, as are needed to facilitate such transfer and conveyance of the Mellon Square Garage and City Lots to the Authority.

Section 3. As contemplated by the Metered System Concession Agreement, the City is authorized to transfer and convey the Parking Meters and Equipment to the Concessionaire and the Mayor and the Director of Finance are hereby authorized and directed to execute and deliver such bills of sale and ancillary documents, in form approved by the City Solicitor, as are needed to facilitate such transfer and conveyance of the Parking Meters and Equipment to the Concessionaire.

Section 4. That any Resolution or Ordinance or part thereof, conflicting with the provisions of this Resolution, be and the same is hereby repealed so far as the same affects this Resolution.